

**MAYOR**  
Michael L. Alvarez

**MAYOR PRO TEM**  
David Cohn



**TOWN COUNCIL**  
Gordon B. Daniels  
David W. Drehs  
Christopher M. King  
Gary M. Savoie

**Indian Trail Town Council  
Special Meeting  
September 6, 2014  
Civic Building  
8:00 a.m.**

1. **CALL MEETING TO ORDER AND PLEDGE OF ALLEGIANCE**
2. **APPROVAL OF LAW ENFORCEMENT ASSESSMENT CONTRACT** **action**
3. **CONSIDERATION OF ALL ASPECTS OF A FUTURE MUNICIPAL COMPLEX**
4. **CLOSED SESSION** **action**
5. **ADJOURN** **action**

**AS A COURTESY, PLEASE TURN CELL PHONES OFF WHILE MEETING IS IN PROGRESS**

*The Town of Indian Trail is committed to providing all citizens with the opportunity to participate fully in the public meeting process. Any person with a disability who needs an auxiliary aid or service in order to participate in this meeting may contact the Town Clerk at least 48 hours prior to the meeting. The e-mail address is [townclerk@admin.indiantrail.org](mailto:townclerk@admin.indiantrail.org); the phone number is 704-821-5401*

**CONTRACT BETWEEN  
THE TOWN OF INDIAN TRAIL, NORTH CAROLINA  
AND THE  
POLICE EXECUTIVE RESEARCH FORUM**

**RECITALS**

1. The Police Executive Research Forum (referred to hereinafter as "PERF" or "Contractor") of Washington, D.C., is engaged in providing research, studies, audits, technical assistance, training, executive search and other professional support and consulting services to police and sheriff's departments, other law enforcement agencies at all levels of government, and police related organizations worldwide.
2. PERF is engaged in police and public safety management consulting and training.
3. The Town of Indian Trail (referred to hereinafter as the "Town"), in the interest of providing high quality services, desires to utilize PERF.
4. In consideration of the mutual promises set forth herein, it is agreed by and between the Town and PERF as follows:

**SECTION ONE—SERVICES TO BE PERFORMED**

The Contractor will provide an Evaluation of Law Enforcement Services. Please refer to PERF's proposal ( Appendix A) for a complete list of performance activities.

**SECTION TWO—INDEPENDENT CONTRACTOR**

The parties to this contract agree that the relationship created by this contract is that of the Town and an independent contractor (PERF). No federal, state, or local income tax, nor any payroll tax of any kind, shall be withheld or paid by the Town on behalf of the Contractor. The Contractor shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. The Contractor is not eligible for, and shall not participate in any employer pension, health, or other fringe benefit plan of the Town. The Town will not obtain workers' compensation insurance for the Contractor and the Contractor agrees to comply with applicable workers' compensation laws. The Contractor shall adhere to all laws and ethical standards applicable and shall perform in a manner consistent with generally accepted standards.

**SECTION THREE—TERMS OF PAYMENT**

The effective date of the contract shall be October 1, 2014 and shall not extend beyond the estimated completion date of December 19, 2014, unless further extended by written amendment to this contract. As compensation for performance hereunder, the Town shall pay the Contractor a flat rate fixed fee of \$34,950. This flat rate includes fees for work performed, and all travel and other expenses associated with completion of this contract. The flat rate fixed fee shall be paid in installments upon the timely and satisfactory completion of each work phase as follows:

Completion of site visit:	\$10,000.00
Submittal of draft report:	\$10,000.00
Acceptance of final report:	\$14,950.00

#### **SECTION FOUR—DELEGATION OF SERVICES**

The Contractor agrees not to delegate any duties under this contract without the Town's express written consent.

#### **SECTION FIVE—CONTROL OF WORK**

PERF, as an independent Contractor, retains the right to generally control or direct the manner and means by which the work described herein is to be performed. Any changes to the scope of work shall be written and ratified as an amendment to this contract.

#### **SECTION SIX—CONFLICTS**

The Contractor will use all reasonable efforts to ensure that they are under no obligation, agreement, written or verbal, nor have they previously worked or been otherwise in any position which will cause any conflict of interest to arise in connection with the services to be provided to the Town. This obligation to notify the Town of any potential conflict of interest pertains to both the basic contractual relationship and specific tasks to be performed under this contract.

#### **SECTION SEVEN—CONFIDENTIAL INFORMATION**

The Contractor agrees at all times, both during the term of this Contract and after the termination therefore, not to divulge to others in any manner for any reason any personally identifiable data accessed and/or information it may have collected or had access to as a result of the performance of this Agreement.

#### **SECTION EIGHT—COPYRIGHTS AND DATA**

The parties agree that this constitutes a work-for-hire agreement and that the Town holds the copyright to any work produced under this agreement. As such the Town may use, disclose, reproduce, deliver, dispose of, and authorize others to do so in any lawful manner, all such data delivered to the Town, by the Contractor. The Contractor warrants that any writing produced by the Contractor for delivery to the Town shall be the original work of the Contractor and shall not knowingly infringe the copyright of anyone else or knowingly plagiarize another source.

#### **SECTION NINE—NO AUTHORITY TO BIND**

Neither party shall have the authority to enter into contracts or agreements on behalf of the other party.

## **SECTION TEN—ANTI-ASSIGNMENT**

Neither the Contractor nor the Town shall assign any interest in this contract without the written consent of the other party.

## **SECTION ELEVEN—NON-WAIVER FOR MATERIAL BREACH**

The failure of either party to exercise any of its rights under this agreement for a material breach thereof shall not be deemed to be a waiver of such rights or a waiver of any such subsequent breach.

## **SECTION TWELVE—TERMINATION**

Should the Contractor fail to comply with any of the terms or conditions set forth in this contract or should the Town determine in good faith that the Contractor is in any way unfit, unqualified, or unable to perform all of the services outlined in this contract, then, in that event, this contract may be canceled. Neither party shall be responsible, so long as they act reasonably and in good faith, for any failure of performance due to Acts of God, labor disputes, governmental authority or other circumstances clearly beyond the control of the other party.

## **SECTION THIRTEEN—SEVERABILITY**

If any part of this agreement shall be held unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

## **SECTION FOURTEEN—WRITTEN NOTICE**

Communication regarding this agreement may be sent to PERF at 1120 Connecticut Avenue, N.W., Suite #930, Washington, DC 20036 or The Town of Indian Trail at 130 Blythe Drive, Indian Trail, NC 28079.

## **SECTION FIFTEEN—GOVERNING LAW**

This Agreement, its execution, interpretation and performance, shall be governed by and construed in accordance with the laws of the State of North Carolina. Any controversy or claim arising out of or in any way related to this Agreement or the relationship established by it, or the alleged breach thereof, whether at common law, in contract, in tort, or under statute, shall be governed by the laws of the State of North Carolina. Legal proceedings involving any such controversy or claim may be instituted only in the state courts for Union County, North Carolina and the parties hereby irrevocably consent to the jurisdiction of such courts over their persons and waive any defense based on improper or inconvenient venue or lack of personal jurisdiction, and waive any defense based upon improper or insufficient process or service of process.

## **SECTION SIXTEEN—USE OF NAMES**

Neither party will use the name of the other in any form of advertising or publicity without the express written permission of the other party.

## **SECTION SEVENTEEN—COMPLIANCE**

Contractor represents and certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

## **SECTION EIGHTEEN—DISCRIMINATION PROHIBITED**

In hiring, employment, subcontracting or consulting arrangements made possible by or resulting from this contract, there will be no unlawful discrimination against any employee, applicant for employment or contractor on account of sex, race, religion, color, national origin or ancestry, age, disability, marital status, or sexual orientation. This shall apply to all business related activities, including but not limited to, recruitment and selection; demotion, transfer, lay-off or termination; rates of pay or other forms of compensation and selection for training. The Contractor agrees to include this provision on discriminatory practices in all appropriate subcontracts for work covered by this contract. Furthermore Contractor agrees to consider the feasibility of dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority firms and women's business enterprises when developing independent contracts for work covered by this contract.

## **SECTION NINETEEN—INDEMNIFICATION**

Contractor agrees that it shall indemnify, defend and save harmless the Town and the Town's officials, agents and employees for any claims, damages, judgments or expenses (including reasonable attorney's fees) arising out of or related to Contractor's performance or non-performance of this Agreement, except to the extent such claims damages, judgments or expenses are caused by the negligent or willful and wanton acts, errors or omissions of the Town, its officials, agents, employees, or contractors. In any case in which Contractor provides a defense to the Town or its officials, agents, or employees, Contractor will utilize attorneys who have a Martindale Hubbell AV rating. This indemnity shall survive termination of this Agreement but shall expire three (3) years from the date of the last act performed by Contractor pursuant to this Agreement.

## **SECTION TWENTY – E-VERIFY**

In performing this Agreement, Contractor will comply with the requirements of Article 2 of Chapter 64 of the General Statutes, and will require that its subcontractors comply with Article 2 of Chapter 64 of the General Statutes.

**The Town of Indian Trail:**

\_\_\_\_\_

\_\_\_\_\_  
**Date**

**Police Executive Research Forum:**

\_\_\_\_\_  
**Chuck Wexler**  
**Executive Director**

\_\_\_\_\_  
**Date**

This Agreement has been pre-audited in the manner required by the "Local Government Budget and Fiscal Control Act."

By: \_\_\_\_\_  
Deputy Finance Officer

Date: \_\_\_\_\_

## **APPENDIX A: SCOPE OF SERVICES**

In this section we outline the approach we will take to complete our study of law enforcement service in the Town of Indian Trail. This approach has been tailored specifically to the needs Indian Trail and will ensure the completion of the project in an expeditious manner, thus allowing recommendations and improvements to be implemented without delay.

We will determine the optimal number of deputies needed to provide law enforcement services to the Town of Indian Trail both currently as well as in the coming years. Should it be determined that the current level of staffing is not enough (or will not be enough), we will make recommendations as to optimal staffing levels and develop a schedule as to when additional deputies should be hired. We will also provide an evidence-based reason as to why additional hires need to be made. Included in our recommendations will be strategies on how to best fund the additional costs of acquiring more coverage from the Union County Sheriff's Office. Lastly, based on our staffing and financial analysis, we will make recommendations should the Town's situation warrant possible alternative law enforcement service options.

Our approach incorporates three major methodologies for the collection of information: personal interviews (of department command and supervisory staff as well as rank-and-file employees—in this case, the sheriff's deputies assigned to provide law enforcement services to Indian Trail); collection, review and analysis of available data; and personal observations. Any data necessary to complete this study that is currently not captured or available will be produced via agency sample. Throughout our analysis of the department, areas of superior performance will be identified and areas for improvement will be indicated. Opportunities for cost containment and cost sharing will be identified. Where feasible, current departmental performance will be compared to nationally-recognized best standards.

All recommendations will be made with an eye to ensuring they are compliant with all applicable employment agreements, accreditation standards, federal requirements, and laws of the State of North Carolina.

### **Part 1: Identification of policy preferences for the provision of law enforcement services**

In order to fully identify the current demand for police services in the Town of Indian Trail, PERF staff will interview the following persons to gain their views of the delivery of law enforcement services currently provided to the Town:

- the Mayor;
- the Mayor Pro Tem;
- the Town Council;
- the Union County Sheriff;
- Union County Sheriff's Office command staff members assigned to Indian Trail; and
- Members of work groups (both sworn and civilian) that make up the sheriff's office personnel assigned to Indian Trail.

This task will examine the policy preferences that have been developed to guide the delivery of police services in the Town of Indian Trail. These may include:

- The approach that has been successfully used by to address the Town's crime, violence and disorder problems;

- How patrol time should be expended (what is the desired mixture of calls for service response, self initiated activity, community engagement and problem solving, administrative tasks, free patrol time, traffic control and enforcement);
- Crime prevention activities – both short and long range – including community crime prevention and education, crime prevention through environmental design, school based programs, and gang suppression;
- The nature and level of the department initiatives in community policing and problem solving; and
- Preferences for specialized units versus the use of generalists.

Through these interviews, the project team will be able to gain perspectives on the demographic, cultural, and financial factors that are unique to the Town of Indian Trail in order to make operational, staffing and facility recommendations that numeric data alone cannot provide. Furthermore, the policy preferences expressed by the town will influence our recommendations. For instance, a desire to have the sheriff's office commit to increased community policing activities will require different staffing and deployment strategies than a preference to equally divide time among calls for service, self-initiated activity and uncommitted time.

We believe this is a necessary first step of the project in order to avoid an off-the-shelf, "one size fits all" study that merely addresses surface issues, but leaves underlying factors unaddressed. PERF prides itself on providing a work product fully tailored and customized to our clients' specific needs.

## **TASK 2: Conduct workload measurement to determine current and projected staffing trends**

PERF will perform two sub tasks to complete this objective: develop measures of the work that needs to be performed and determine the number of people needed to perform the work.

### **TASK 2A: Measurement of actual workload, including citizen initiated Calls For Service (CFS) and deputy initiated activity.**

- We will examine current patrol workload data (usually a year's worth of dispatch information) to determine the level of citizen demand for service of Union County deputies in Indian Trail. Based upon the availability of data, PERF staff will determine the amount of time required to handle current workload with a focus on identifying time used to handle calls for service, self-initiated activity, community policing and administrative activity and non-committed time (amount of time available to personnel to engage in discretionary proactive patrol activities). Factors that affect the demand for police services will be evaluated and typically include the following:
  - calls for service –received and dispatched (geographically, and by time-of-day and day-of-week).
  - crime reports and follow-up investigations;
  - traffic control and collision reduction efforts;
  - self-initiated or proactive work;
  - administrative responsibilities;
  - community policing;

- problem-solving;
  - non-crime matters (quality of life issues);
  - population (permanent and seasonal density/composition [including age] – current and projected);
  - assistance attainable from mutual aid, memoranda of understanding with other departments, or joint operations, etc; and
  - identification of police resources consumed on value added and non-value added activities.
- The typical results of this examination is a set of tables that depicts the amount of time that is consumed, on the average, by time of day and day of the week, for each of the elements that make up patrol workload.
  - We will examine the demand for investigations designed to develop leads to solve crimes. This will include an analysis of caseload and crime rates. Depending on the policy preferences expressed by Indian Trail, we may look at the division of labor between the patrol and investigative functions assigned to Indian Trail to determine the extent to which the department’s investigators are being used to maximize their effectiveness. Additionally, case management issues, especially those related to major cases, will be identified and examined in view of expectations about investigative effort. This will include assessments of investigative policies including case-screening approaches; types of cases “worked” by case type; and other policies that have an impact on the workload of investigative personnel and how time is allocated. This review will include:
    - Documenting current caseloads and case status by case type;
    - Projecting future investigative caseload based on crime trends and on expectations regarding demographic change and population growth;
    - Assessing the extent to which cases with “leads” can be worked with a relatively high likelihood of solvability given existing investigative staffing commitments and case management approaches;
    - Determining the elapsed time between initial crime reports, assignment of a case to an investigator and actual working of that case by an investigator;
    - Assessing the amount of time required to meet the needs of victims and witnesses;
    - Assessing the time needed to meet policy preferences regarding the treatment of families and juveniles as victims, witnesses, suspects, and arrestees; and
    - Examine the needs for specialized investigations including cyber crimes, identify theft, gangs, and vice and narcotics.

**TASK 2B: Review of population trends to anticipate future staffing demands**

As part of this task, we will forecast projected growth rates for the next 10 years to be used in conjunction with our workload assessment in our recommendations in Task 3 below, so that we may provide a blueprint for anticipating future staffing needs for Indian Trail.

**TASK 3: Identification of current and future staffing needs and drivers of staffing needs**

Using the data collected in our workload assessment and our review of population trends, PERF will determine the number of sheriff’s deputies needed to provide service to the Town of Indian Trail, both for the present as well as for anticipated service levels for the next 10 years. As

discussed above, we will examine such issues as crime rates and population changes as potential drivers of staffing levels, as well as factoring in the policy preferences expressed by Town leadership. We will indicate our reasons and rationale for our recommendations in our final report.

#### **TASK 4: Funding of recommended services/costs to be incurred**

To complete this task, PERF will analyze the Town's budget information and revenues (to include detailed information about the cost to provide law enforcement services to the Town by the Union County Sheriff's Office). In this manner, we will determine the extent to which the Town's revenues allow for implementation of our staffing recommendations (both currently as well as in the future). In the event that our workload and demographic analyses indicate that the Town would be best served by hiring additional sheriff's deputies, we will formulate recommendations so that the Town may

#### **TASK 5: Consideration of alternate law enforcement service options**

In addition to determining the optimal number of sheriff's deputies providing coverage to Indian Trail at the present as well as in the future, we will also formulate recommendations (including anticipated costs) of the establishment of alternate law enforcement service options should the Town believe that anticipated future growth may make the development of its own police department a more cost-effective strategy. PERF has considerable experience in this regard, as we have assisted numerous municipalities in identifying the costs and issues associated with creating a new law enforcement agency. Based on our estimate of future law enforcement costs (as developed in the above tasks), we will determine if the establishment of a Town police department would be a more viable long term option.

In addition to personnel costs, we also have experience in identifying initial startup costs associated with:

- Recruitment and selection of new officers;
- Design and construction of a new law enforcement facility (or the conversion of an existing structure to meet the needs of law enforcement);
- Purchasing – supplies and capital expenditures (uniforms, weapons, vehicles, etc.);
- Equipment and vehicle maintenance;
- Information technology and systems development and maintenance;
- Prisoner booking and holding (if not anticipated to be handled by the new agency).

#### **DRAFT REPORT**

PERF will use the data obtained in the course of the study to create a draft report. For each of the recommendations developed through the above listed tasks, comparisons will be made to the current provision for law enforcement services in Indian Trail, and will identify opportunities for improvement. The draft report can be expected to include the following sections:

- Executive Summary
- Purpose and Review of Scope of Work
- Methodology/Process to Do the Work
- Facts and Findings for Each Core Element
- Conclusions, Recommendations and a prioritized Action Plan with proposed time frames to complete suggested action items.
- Any necessary appendices and/or attachments.

PERF will review the draft report with Town management and other groups as identified by the Contract Administrator. We view this process as important to discover any errors, omissions, or unclear areas of the report. Additions and/or revisions that result from the Town's review and comment will be part of the final report.

## **FINAL REPORT**

A final written report will be delivered to the Town electronically, unless otherwise requested.